

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs

Master	<input checked="" type="checkbox"/>
Tribal	<input type="checkbox"/>
Allotment	<input type="checkbox"/>

PART A  
Contract No. P18C20110408

**TIMBER CONTRACT FOR THE SALE OF ESTIMATED VOLUMES**

Sachri Logging Unit, Coeur d'Alene Indian  
Reservation

A1. Authority. This contract is made under the authority of Section(s) 7 and/or 8 of the Act of June 25, 1910 (25 U.S.C. 407 and 406) as amended by the Act of April 30, 1964, and in accordance with the regulations of 25 CFR 163.

A2. Parties to the Contract. The parties to this contract are the owners of trust allotments listed herein on Page 1a, hereinafter called the Seller, and of hereinafter called the Purchaser.

A3. Bureau of Indian Affairs Representatives.

(a) Approving Officer. The Acting Superintendent, Coeur d'Alene Agency or his authorized representative, is hereinafter called the Approving Officer.

(b) Superintendent. The Acting Superintendent, Coeur d'Alene Agency or his authorized representative, is hereinafter called the Superintendent.

A4. Timber Sold. The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy, in accordance with the terms and conditions of this contract and the attached Part B, Standard Provisions, which are made a part hereof, all the merchantable timber, living or dead, designated for cutting by the Bureau of Indian Affairs on tribal and/or allotted lands within the boundaries of this logging unit.

The Purchaser further agrees, for the benefit of Indians holding trust allotments within this unit, that he shall enter into separate contracts on the approved form, subject to all the applicable terms and conditions of this contract, with such Indian allottees as desire to sell their timber. The Purchaser shall enter into such contracts within 30 days from the date of submission of such contracts to him by the Superintendent.

A5. Contract Dates. The contract year is the period of a calendar year. Unless this contract is extended in accordance with Section B2.5 of the Standard Provisions, the Purchaser shall cut and pay for all designated timber on or before September 15, 2012, and shall complete all other obligations on or before the contract expiration date of October 31, 2012.

A6. Unit Description. This unit is located in portions of the area described below:

Allotment 320: portions of the northwest quarter of section 8, Township 46 North, Range 4 West, Boise Meridian, Benewah County, Idaho, containing 130 acres, more or less.

Allotment 607: the northeast quarter of section 8, Township 46 North, Range 4 West, Boise Meridian, Benewah, County, Idaho, containing 160 acres.

**A2. Parties To The Contract.** Seller is the owners of the following trust allotments, provided a separate contract is entered into on the approved form

<u>Allotment</u>	<u>Original Allotment Owner</u>	<u>Owner(s)</u>
320	Louie Bazil	Heirs
607	Adrian	Heirs

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*and includes the following approximate area:*

	<i>Area Within Unit Boundary, Acres</i>	<i>Area To Be Logged Acres</i>
<i>Tribal</i>	0	0
<i>Allotted</i>	290	157
<i>Alienated</i>	0	0
<i>Total</i>	290	157

*The unit boundaries are shown approximately on the map attached hereto as Exhibit A and made a part hereof. The boundaries have been marked on the ground by the Bureau of Indian Affairs unless otherwise specified in Section A17.*

*A7. Estimated Volumes.*

*(a) Designated Timber. The estimated volume of timber to be designated for cutting is.*

SPECIES AND PRODUCT	UNIT	ESTIMATED VOLUMES		
		Tribal	Allotted	Total
PONDEROSA PINE (6 TO 7 INCH) - SAWLOGS	MBF	N/A	29	29
PONDEROSA PINE (8 INCH +) - SAWLOGS	MBF	N/A	329	329
DOUGLAS-FIR AND OTHER SPECIES - SAWLOGS	MBF	N/A	194	194
MIXED FIR SPECIES- TONWOOD (gross scale, per ton)	TON	N/A	371	371
TOTAL MBF	MBF	N/A	552	552
TOTAL TONS	TON	N/A	371	371
ALL SPECIES PULP & OTHER PRODUCTS (gross scale, removal optional)	TON	N/A	undetermined	undetermined
BLUE-STAINED PINE - SAWLOGS	MBF	N/A	undetermined	undetermined

*The foregoing is an estimate only and shall not be construed as a guarantee or a limitation of the volume to be designated for cutting. The actual volume of timber designated for cutting in accordance with the terms of this contract and the Bureau's approved procedures shall be controlling, regardless of whether it is more or less than the above estimate.*

*(b). Additional Timber. In addition to the timber specified above, this sale also includes any other timber on the contract area which must be cut or removed in clearing for roads, landings, camps and other improvements constructed by the Purchaser and all other timber seriously damaged in logging operations under this contract, if, in the opinion of the Approving Officer, the timber is merchantable for any product in accordance with customary standards and is present in sufficient quantities to permit economic removal to existing markets.*

**A8. Payment For Timber.** The Purchaser shall pay for all timber covered by this contract in accordance with the provisions of Section B4.0 of the Standard Provisions. The minimum advance deposit shall be determined at Log Plan Meeting. In no event shall the advance deposit requested result in a balance of less than \$ 10,000.00.

**A9. Stumpage Rates.**

(a) *Designated Timber.* The stumpage rates to be paid during the life of this contract for timber specified in Section A7(a) shall be the bid rates shown below:

Species and Product	Unit	Bid Rate Per Unit
PONDEROSA PINE (6 TO 7 INCH) - SAWLOGS	MBF	\$ ____.
PONDEROSA PINE (8 INCH +) SAWLOGS	MBF	\$ ____.
DOUGLAS-FIR AND OTHER SPECIES - SAWLOGS	MBF	\$ ____.
MIXED FIR SPECIES- TONWOOD*	TON	\$ ____.
ALL SPECIES PULP & OTHER PRODUCTS*	TON	\$2.00
BLUE-STAINED PINE -- SAWLOGS	MBF	\$10.00

\* Conversion rate equals 7.5 tons per MBF

(b) *Additional Timber.* Timber of species and products not specified in Section A9(a) above which may be cut pursuant to Section A7(b) shall be paid for during the life of this contract at the appraised rates shown below:

Species and Product	Unit	Rate Per Unit
NONE		

(c) *Liquidated Damages for High Stumps.* Damage rates shall be charged for stumps cut in excess of the maximum height specified in Section B5.0 of the Standard Provisions at the rate of \$ 10.00 per stump.

**A10. Performance Bond.** The Purchaser delivers herewith and agrees to maintain a bond satisfactory to the Approving Officer in the sum of \$ 17,000.00 conditioned upon the faithful performance of all the terms of this contract.

**A11. Merchantability.** *Trees, when designated for cutting, and products cut from those trees, shall equal or exceed the following minimum specifications.*

SPECIES AND PRODUCT	PRODUCT SPECIFICATIONS				TREE SPECIFICATIONS
	Length (Feet)	Scaling Diameter (Inches)	Net Scale in Percent of Gross Scale	Net Scale (Board Feet)	Number of Minimum-Size Products Per Tree
PONDEROSA PINE (6 TO 7 INCH )- SAWLOGS	8	5.51	33 1/3	10	2
PONDEROSA PINE (8 INCH +) - SAWLOGS	8	7.51	33 1/3	10	2
DOUGLAS-FIR & OTHER SPECIES - SAWLOGS	8	5.51	33 1/3	10	2
MIXED FIR SPECIES - TONWOOD *	8	<5.51	33 1/3	**	1
ALL SPECIES - PULP AND OTHER PRODUCTS**	**	**	**	**	**
BLUE-STAINED PINE - SAWLOGS***	8	5.51	33 1/3	10	***

\*MIXED FIR SPECIES - TONWOOD will be paid for on a gross scale per-ton basis.

\*\*ALL SPECIES PULP & OTHER PRODUCTS are defined as all products not meeting sawlog or tonwood product specifications, which the Purchaser removes from the logging unit with intent of manufacture or sale and shall be paid for on gross scale per ton basis or equivalent method of measurement as agreed to by the Purchaser and approved by the Officer in Charge.

\*\*\*BLUE-STAINED PINE—SAWLOGS are defined as ponderosa pine or lodgepole pine sawlogs with blue-stained wood showing at both ends of the log. Blue-stained pine sawlogs resulting from Purchaser negligence shall be considered Ponderosa Pine- Sawlogs for payment purposes.

**A12. Designating Timber for Cutting.**

- (a) Cut Tree Marking. Trees to be cut are designated by paint marks on the bole near eye level and a butt mark below stump height with YELLOW paint in Allotment 607, and with BLUE paint in Allotment 320. All trees so marked, shall be cut and tested for merchantability.
- (b) Tree designations under A12.(a) may be changed by the Officer in Charge by painting over each mark with black paint or "X'd" out at both the eye level and butt mark, and such trees shall not be cut.

**A13. Cutting Schedule.**

- (a) Minimum Annual Cut. The Purchaser shall cut and pay for not less than n/a during the contract year ending September 30, 2011 and not less than the remaining designated volume each subsequent contract year.
- (b) Maximum Annual Cut. The maximum volume of timber that may be cut in any contract year shall be the designated sale volume.
- (c) Operating Season. No cutting shall be allowed between January 30 and June 30 of each calendar year during the life of the contract unless the Purchaser agrees to and performs special slash disposal tactics within 1 week of cutting each setting and before moving to another allotment. Tribal Forestry shall determine tactics required to limit infestation by pine engraver beetles (*Ips pini*). These tactics may include burning or chipping slash at landings, or other special treatment. Operations other than cutting shall be at the discretion of the Officer in Charge to provide security for wildlife and to allow roads to dry out.

#### A14. *Scaling.*

- (a) Designated Timber. **SAWLOGS** The scaling provision of the Timber Contract and Standard Provisions are hereby supplemented with the *USDA Forest Service National Scaling Handbook FSH 2409.11* as amended and/or supplemented, to provide standard instructions for volume determination. Handbook revisions subsequent to approval of this contract shall not be applicable to the timber covered by this contract until approved by the Approving Officer. **TON WOOD** - Products sold on a per ton basis shall be weighed at certified scales.
- (b) Additional Timber. Same as above
- (c) Scaling Party. Scaling shall be by third party scaling service authorized to scale Indian logs (or by USDA Forest Service scalers at approved sites), except that waste material as defined in B7.4 shall be scaled by Tribal Forestry. The Purchaser shall employ and pay scaling charges directly to the scaling service, unless the Approving Officer authorizes the Purchaser to deposit funds with the Coeur d'Alene Tribe for payment to the scaling service. Third party scaling by the consuming mill may be authorized by the Approving Officer through approval of a Consumer Scale Authorization and Third Party Scaling Agreement with the consuming mill(s). If the Purchaser is the consuming mill, an Addendum to the Consumer Scale Authorization must be approved, requiring that an independent producer (logging sub-contractor) must cut and skid the timber to be scaled and that the basis for payment between the two parties will be based on scale.
- (d) Sample Scaling. It is planned to use 100 percent scaling for sawlogs and 100% weight scale for tonwood and pulp. Tonwood and pulp shall be visually checked at the landing, and any pieces meeting sawlog specifications shall be removed from the load/deck or expanded to count loads and billed at the bid rates for sawlogs. The scaling frequency is subject to change by the Officer in Charge, based on the variation in value of the loads scaled, to ensure an adequate sample.
- (e) Check Scaling During periods of active log hauling, all mills receiving loads from this sale shall hold and set aside the most recently delivered three (3) scale loads for random check scaling by the Seller. The BIA, State Board of Scaling Practices, U.S. Forest Service or a third party scaling service approved by the Approving Officer may provide check scaling. All check scales will be made, as nearly as possible, under the same conditions as were present during the original scaling. The Purchaser agrees to pay as directed for a minimum of 2% of all delivered loads to be check scaled up to ten percent of delivered volume. The Officer in Charge will notify the receiving mills that set aside loads may be processed when hauling is inactive and check scaling is completed or deferred.

#### A15. *Slash and Cull Tree Disposal.*

- (a) Certificate of Compliance. The Purchaser shall obtain a Notification of Forest Practice and a Certificate of Compliance from the Idaho Department of Lands, and furnish a copy to Coeur d'Alene Tribal Forestry before operations begin.
- (b) Slash Burning. The Purchaser is hereby relieved of responsibility for slash pile burning contingent on receipt of a payment of \$3,000.00. The Purchaser shall make a check payable to the "Forest Project Funds - Coeur d'Alene Tribe" in the amount of \$3,000.00 and sent to - Coeur d'Alene Tribal Forestry, PO Box 408, Plummer Idaho, 83851. This Forest Project payment is due by the final cut-and-pay date for this Contract, or within 30 days of final invoicing whichever is first.
- (c) Cull logs Cull logs shall be left in the woods. Any unmerchantable material accumulated at landings must be compactly decked, separate from slash.
- (d) Machine Piling. Felled trees shall be limbed and topped in the woods, unless otherwise directed in writing by the Officer in Charge. Logging slash shall be compactly piled in openings for later burning. Piles shall be covered with plastic sheeting measuring at least 10 feet by 10 feet in width.

- (e) Slash Piling. Along roads, landings, and where machine piling is directed, accumulated slash and woody debris shall be grapple piled. Landing slash shall be piled at least 30 feet from fields and leave trees. Slash remaining from previous harvest operations or from insect, wind, or other damage shall be re-piled with current harvest slash. The Officer in Charge may require re-piling if slash piles contain excessive dirt.
- (f) Slash piles shall be located outside the drip ring edge of the nearest trees by a distance of at least 1½ times the average diameter of the slash pile. When stand conditions make compliance with the preceding statement impractical, slash piles shall be kept less than 10 feet in diameter and spaced from the leave trees as far as possible, as directed by the Officer in Charge.
- (g) Cull trees and snags. Standard Provision B9.3 is hereby modified to prohibit felling of dead trees that are not a safety hazard, unless they are designated for cutting.

*A16. Road Construction and Maintenance.*

- (a) The Purchaser shall provide and apply a mixture of native grass and clover seed and fertilizer to roads, landings, and skid trails where exposed soil exceeds 40 square feet in area by October 31, of each season, as directed by the Officer in Charge. The Officer in Charge shall approve the mixture and application in writing.
- (b) All roads used for log hauling shall be maintained to control erosion during the operating season, including prevention of berms and ruts. At the completion of operations, and before seasonal suspensions, the Purchaser shall smooth and out-slope the road surface and install rolling dips as specified by the Officer in Charge. By September 30 roads will be crowned, out-sloped, or in-sloped and cross-ditched. The purchaser shall maintain roads to control erosion during use, and to prevent raised berms and ruts. All road maintenance must be complete prior to moving equipment from the logging unit.
- (c) Final Maintenance is required on all logging roads at the end of the sale, unless directed by the Officer in Charge. 3.7 miles of final road maintenance is anticipated that may include removing berms, filling in ruts/mud holes, and blading the road surface.

*A17. Special Provisions.*

- (a) An approved logging plan will be required prior to the start of logging operations in accordance with Section B 8.1 of the Standard Provisions. Before cutting begins, the Purchaser and any operator or subcontractor shall meet with Tribal Forestry to prepare a logging plan and review the contract. The logging plan shall become a part of this contract when signed by the Purchaser and the Approving Officer.
- (b) The Purchaser shall utilize truck tickets and instructions issued by the Officer in Charge for the purpose of identifying logs removed from the sale area. Before any load leaves the sale area, a completed truck ticket shall be (in wet weather, put in a plastic sandwich bag and) stapled to the wing or bunk log at the front of the load; and the last 3 digits of the truck ticket number, allotment number and sale name, and "CDAR" shall be painted (in black or dark paints) on log ends at the rear of the load. The Purchaser shall pay double stumpage for any loads that are not so identified. The Purchaser is responsible for the return of all ticket books to Coeur d'Alene Tribal Forestry as instructed by the Officer in Charge.
- (c) Truck tickets that are lost or not returned within 30 days of the end of the contract, or which otherwise cannot be accounted for will be treated as lost loads. Loads of logs selected to be sample scaled, and placed in decks before they are scaled, will be treated as lost loads. Lost loads will be assigned a scale volume and species composition equal to that of the highest valued load for the sale, and will be penalty scaled at double the contract stumpage rates. Sample loads lost as a result of scaling service or Tribal Forestry actions shall be treated as count loads.
- (d) Holdover loads that are not delivered to the scaling point on the date loaded shall remain on the sale area or shall be parked in a public place. No truck driver shall be allowed to store unscaled loads at a private residence or unauthorized log yard.
- (e) Spilled logs: Any log(s) spilled between the sale area and the scaling site shall be painted as soon as possible to identify the truck ticket number, allotment number, and "CDAR". The Officer in Charge shall be notified within

1 hour of the location and exact number of spilled logs, and the information recorded on the truck ticket.

- (f) Skid trails will be located by the Purchaser so as to impact the least amount of ground possible while avoiding riparian zones, established regeneration, and other areas identified by the Officer-in-Charge for protection. Well-placed existing skid trails may be used as directed by the Officer-in-Charge.
- (g) Directional felling shall be used to protect the residual stand, to keep slash inside cutting blocks, and to place cut trees by skid trails. Tractor skidding activities will be restricted to those times when the ground is dry or frozen, to prevent the formation of ruts in skid trails.
- (h) Mechanized Harvesting. Pursuant to Standard Provision B8.2, the operation of mechanized equipment (CTL harvesters, feller/bunchers), grapple skidders, cable yarding machines, and/or log forwarders shall be subject to such restrictions as the Officer in Charge may prescribe to limit resource damage.

Skidding equipment: Maximum width 12 feet.

Forwarders: Maximum length, 22 feet; maximum width, 10 feet.

Forwarders shall travel on slash mat.

Harvester/Processor: Maximum length, 15 feet, maximum width, 10 feet

The processor feed shall not bear spikes which penetrate the wood to a depth exceeding ¼ inch  
Boom reach capability must be at least 20 feet  
Logs and pieces shall be carried free of the ground  
Harvester shall travel on slash mat

Supplemental skidding shall be limited to the nearest harvester trail or road

Hauling/yarding operations will cease before rutting reaches approximately six (6) inches in depth

Conventional felling shall be done concurrently with mechanical felling

- (i) The Purchaser shall immediately remove any trees and all slash falling into roads, railroad right-of-ways, or cropland as a result of the Purchaser's activities. Such removal shall be adequate to avoid any interference with traffic or water drainage. Slash shall be removed without operating equipment within the stream protection zones.
- (j) The Purchaser shall not allow spills, dumping, or leakage of petroleum products or other contaminants to land or water within the Coeur d'Alene Indian Reservation. The Purchaser may be fined up to \$1,000 for each occurrence of contaminated soil or water and will be required to pay for all testing associated with determining the extent of the contamination and will be required to remove all contaminated soils to an approved disposal site.
- (k) The Purchaser shall install fire lines, repair skid trails, and construct water bars as directed by the Officer in Charge, after completion of skidding operations. Water bars, rolling dips, outsloped road segments or insloped roads with a ditch shall be constructed on all unimproved dirt road segments used for hauling within the sale area where road grade exceeds two percent. These shall be constructed to drain water off the road at each structure. Final road maintenance shall leave the roads/ditches in a condition that keeps flowing water from coming back onto the road. These completed structures shall be constructed to allow for traffic safety (e.g. no steep outslope roads on steep side slopes/no abrupt waterbars on blind corners).

General spacing requirements for drainage structures:

Road Grade %	Maximum Spacing (ft)	Road Grade %	Maximum Spacing (ft)
2-4	300	11-13	90
5-7	200	14 and greater	60
8-10	130		

Proper location of drainage structures is preferred over exact spacing. However, Officer in Charge approval is needed if over ten percent of these structures are over the maximum spacing, or if structure's actual spacing exceeds over ten percent of the maximum designated distance. Drainage ditches shall remain open and free of brush and debris.



- (l) Standard Provision B4.1 Method of Payment. Payments and deposits shall be by check, or electronic funds transfer as directed by the Approving Officer. Checks drawn payable to the Bureau of Indian Affairs shall be transmitted to the Coeur d'Alene Agency, Bureau of Indian Affairs, Dept C112, Post Office Box 9000, Farmington, Missouri 63640-3819. Electronic fund transfers shall be made at the Purchaser's bank through the Federal Reserve Bank of New York to the Treasury Department using instructions furnished separately by Tribal Forestry. Payments and deposits are due on the date specified in written request(s) from Tribal Forestry.
- (m) Liquidated damages may be charged, at the discretion of the Approving Officer, for disturbance and damage to soils caused by use of equipment where such use is not allowed under this contract. Specific infractions for which liquidated damages may be charged are (a) skid trails and/or landings in excess of those approved by the Officer in Charge; (b) machine piling of slash in stream protection zones; and (c) gullies, rills, or other damage resulting from Purchaser negligence in performing erosion control measures specified by the Officer in Charge or in the contract in a timely manner. Damages will be assessed on the basis of ten (10) cents per square foot of area affected by the disturbance (or \$4,356.00 per acre). The Officer in Charge will estimate the extent of the area affected by measuring its length and width on the ground, running a field traverse, or using map measurement.
- (n) Skidding across any intermittent stream or seep shall require **prior written authorization** from the Officer in Charge and shall employ measures specified to control erosion consistent with the Water Quality Standards of the Coeur d'Alene Tribe. Liquidated damages will be charged for any unauthorized stream crossing at \$500.00 per crossing.
- (o) If in connection with operations under this contract, the Purchaser, his contractor, sub-contractor, or their employees discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or pre-historical ruins, graves, or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Forest Officer of the findings. Operations may resume at the discovery site upon receipt of written notice from the Superintendent, subject to any measures specified to protect the site from damage.
- (p) The Purchaser shall have the right to enter upon only the land described herein, for the sole purpose of harvesting and removing designated timber and performing the obligations authorized under this contract. The Purchaser shall be responsible for any unauthorized cutting within or beyond such land committed by the Purchaser or his agent, contractors, subcontractors, employees, and invitees. The Purchaser agrees to pay triple stumpage for all material removed or damaged from any unauthorized cutting, in modification of Standard Provision B7.5.
- (q) The Purchaser further agrees in the performance of this contract not to employ, or otherwise contract for, the services of any individual or business entity that has an outstanding, unliquidated indebtedness to the United States resulting from trespass against Indian trust timber.
- (r) In the event of discovery of any threatened or endangered species on the contract area, to include discovery by the Purchaser, his contractors or their employees, the Purchaser shall immediately suspend all operations in the vicinity of the discovery and notify the Officer in Charge. The Officer in Charge may establish a protective zone around the discovery site, as deemed necessary.
- (s) Ground based logging equipment shall be washed seasonally prior to move-in. Washing shall be sufficient to remove weed seeds from the equipment. The Officer in Charge additionally may require washing of skidding equipment prior to movement to a different location within the sale area.
- (t) The Purchaser agrees to submit a completed Form W-9 to Coeur d'Alene Tribal Forestry, and to submit a new form if the required information changes during the life of the contract.
- (u) The Purchaser shall complete a TERO compliance plan and provide a notification approved by the Coeur d'Alene Tribal Employment Rights Ordinance Director before cutting begins.
- (v) Licensed flaggers, road signs, and tree winching will be required whenever conditions warrant.
- (w) The Purchaser shall have and maintain workers compensation and liability insurance. The Purchaser shall not hold the Coeur d'Alene Tribe or Tribal Forestry liable for any accident(s) or injury incurred on the contract area.

- (x) The Purchaser must abide by the terms of any applicable road use agreements on file with the Bureau of Indian Affairs or the Coeur d'Alene Tribe. The Purchaser shall be responsible for obtaining Right of Way across fee land and Individual Indian Allotments for which Right of Way has not been obtained or otherwise been included as part of this Logging Unit.
- (y) Standard Provision B9.2 is hereby modified to read as follows: Burning Slash. The Purchaser shall lop and pile all landing slash compactly for burning unless otherwise specified in the contract. Landing slash piles shall be placed a sufficient distance from reserved trees and reproduction to prevent unnecessary damage in burning. The Purchaser shall burn slash in such a manner and at such times as the Officer in Charge may direct. The Purchaser shall immediately report fires from slash burning operations which have escaped control to the Officer-in-Charge, or the appropriate authority identified in the Fire Plan under B11.1. The Purchaser may be relieved in whole or in part of slash disposal requirement on specifically designated areas by the Superintendent.
- (z) Section B11.3 of the Standard Provisions is hereby modified to read as follows: The Purchaser shall immediately report any and all Wildland fires to the contract officer in charge, or the appropriate authority identified in the fire plan. When called upon by the Superintendent, the Purchaser shall make available any or all of his equipment or qualified manpower, including that of his subcontractors, for hire by the Bureau and to work under the direction of any authorized employee of the Bureau in the suppression of any fire on or threatening Indian Lands.
- (aa) The Purchaser shall supply flaggers at any time his operations fall within 150 feet of the Union Pacific rail lines in Allotment 607 on Monday, Wednesday, or Friday or when so directed by the Officer in Charge. Notification of logging activities will be made to Union Pacific Railroad and/or to the St. Maries River Railroad whenever the Purchaser's operations are within 150 feet of the closest edge of the railroad right of way in Allotment 607 as directed by the Officer in Charge.

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**A18. Effective Date.** This contract shall become effective on the date of approval by the Approving Officer.

**WITNESSES:**

**PURCHASER**

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name of Corporation, Partnership or Individual)  
By \_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_  
(Date)

Witnesses are required if Purchaser is other than a corporation. If Purchaser is a corporation, the following certificate must be executed:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary, of the corporation named as the Purchaser herein; that \_\_\_\_\_, who signed this contract was then \_\_\_\_\_ of said corporation: that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

**DRAFT**  
\_\_\_\_\_  
SELLER  
(corporate)  
( seal )

**WITNESSES:**

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Allottee or his legal representative  
The owners of trust allotments listed herein on  
Page 1(a).  
\_\_\_\_\_  
(Date)

Signed for the \_\_\_\_\_ pursuant to Resolution No. \_\_\_\_\_ passed by its tribal governing body in a meeting held at \_\_\_\_\_, on \_\_\_\_\_, 2011.

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

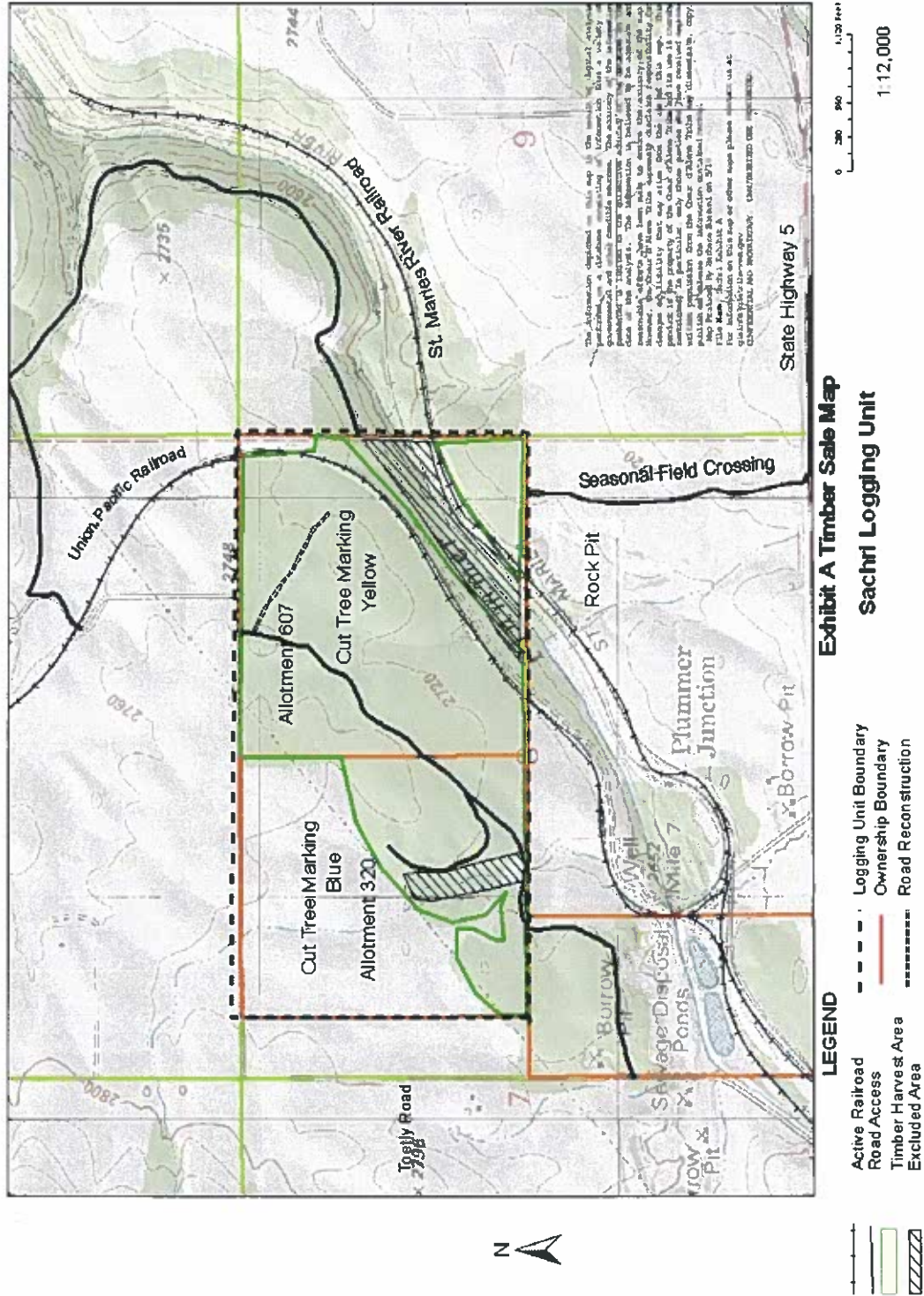
**APPROVING OFFICER**

Approved pursuant to 209 DM 8, 230 DM 1, 3 IAM 4, 4 A.

Approved: \_\_\_\_\_, 2011

\_\_\_\_\_  
(Name)  
Acting Superintendent, Coeur d'Alene Agency  
\_\_\_\_\_  
(Title)

# EXHIBIT A



Map by B. Scaroni 5/2010

**UNITED STATES DEPARTMENT OF THE INTER  
BUREAU OF INDIAN AFFAIRS  
TIMBER SALE CONTRACT  
PART B  
STANDARD PROVISIONS**

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The following Standard Provisions are hereby prescribed for use in contracts for the sale of timber from Indian lands except as otherwise provided by the Secretary of the Interior or his authorized representative in particular sales.

**B1.0 Definitions.** As used in these provisions and in Part A of the contract to which they are attached:

"Approving Officer" means the officer approving the contract or his authorized representative.

"Commissioner" means the Commissioner of Indian Affairs or his authorized representative.

"Area Director" means the Area Director of the Bureau of Indian Affairs Area within which the sale area is located, or his authorized representative.

"Superintendent" means the Superintendent or other officer in charge of the Indian Agency having jurisdiction over the sale area, or his authorized representative.

"Officer in Charge" means the forest officer of highest rank assigned to the supervision of forestry work at the Indian Agency having jurisdiction over the sale area, or his authorized representative.

"Seller" means the Indian tribe or the individual owner or owners of the timber sold under the contract.

"Purchaser" means the purchaser of timber under the contract and his successors in interest.

"Bureau" means the Bureau of Indian Affairs, or the Commissioner, or any person or persons or board duly authorized to act for the Bureau of Indian Affairs or the Commissioner.

"Contract Year" means calendar year or other period of time defined in the contract.

#### **B2.0 General Conditions.**

**B2.1 Title and Risk of Loss.** Title to the timber covered by the contract shall not pass to the Purchaser until it has been scaled, paid for, and removed from the contract area. The risk of loss for all timber which has been cut shall be borne by the Purchaser. The risk of loss as to all standing timber and the fallen timber not a result of the Purchaser's acts or omissions shall remain with the Seller except for those sales based on tree measurement or other determination of total volume obtained prior to sale, in which cases the risk of loss shall pass to the Purchaser upon the approval of the contract by the Approving Officer, and, except as otherwise provided herein with respect to fire damage. Nothing in this paragraph shall be construed to relieve either party of liability for negligence.

**B2.2 Interpretation of Contract.** The decision of the Approving Officer shall prevail in the interpretation of the contract, subject to the right of appeal prescribed in Section B2.11 herein.

**B2.3 Modification.** The conditions of sale as set forth in the contract may be modified only through a written agreement between the Seller and the Purchaser prior to the expiration of the contract. No modification shall become effective until approved by the Approving Officer. When a surety bond has been furnished by the Purchaser, he must either obtain a commitment from the surety to continue the bond under the modification or furnish a new bond.

**B2.4 Assignment of Interest.** The assignment by the Purchaser of any or all of his interest under the contract shall not affect any of the obligations of the parties or the Bureau under the contract until the assignment has been approved by the Approving Officer after consultation with the Seller. The party to whom an interest is assigned must provide a bond as specified in the contract or obtain a commitment from the previous surety to be bound by the assignment when approved. The approval of an assignment by the Approving Officer shall not operate to change the provisions of the contract. Unless otherwise provided for therein, an assignment shall not relieve the assignor of any of the responsibilities and liabilities under the contract.

**B2.5 Extension of Time.** An extension of time for the performance of the contract is a modification of contract and shall be treated as provided in Section B2.3 herein.

**B2.6 Suspension of Operations.** The Superintendent may, after written notice to the Purchaser, suspend any or all of the Purchaser's operations under the contract if the Purchaser violates any of the requirements of the contract. The Officer in Charge may stop any portion of the Purchaser's operations until the Superintendent's written notice is delivered if such suspension is necessary to mitigate damages to the land or other property of the Indians or the Government. Such notice should be delivered within 10 working days. Such suspension of operations may be continued by the Superintendent until there is satisfactory compliance. After written notice from the Superintendent, continued failure to comply with any of the requirements of the contract shall be grounds for the revocation by the Approving Officer of all rights of the Purchaser under the contract and the Purchaser shall be liable for all damages resulting from his breach of contract as described in the following section.

**B2.7 Failure to Complete Contract.** In the event of failure to complete all obligations assumed under the contract, the Purchaser shall be liable for the depreciation in the value for the remaining timber and for any costs or expenses incurred by or caused to the Seller or the Government as a result of such failure, in an amount to be determined by the Approving Officer.

**B2.8 Termination of Contract.** The contract may be terminated at any time by written agreement between the Seller and the Purchaser. Termination agreements shall not become effective until approved by the Approving Officer.

**B2.9 Closure of Contract.** Upon completion of all obligations of the timber sale contract the Purchaser shall be given appropriate notice from the Approving Officer.

**B2.10 Disputes.** Either of the parties to the contract may submit complaints of any action or decision under the contract by the Superintendent or the Officer in Charge in accordance with the following procedure. Complaints shall be made in writing to the Superintendent. If the Superintendent is not the Approving Officer of the contract and the dispute is not resolved to the satisfaction of the parties, a written complaint may then be submitted to the Area Director. If the Area Director is not the Approving Officer and his decision is not satisfactory to the parties, a complaint may be submitted in writing to the Commissioner. Complaints shall be made within 30 days of the action or decision in dispute unless the party making the complaint furnishes reasons satisfactory to the officer receiving the complaint for granting a longer period of time, in which case the officer may extend the period for such length of time as he deems reasonable.

**B2.11 Appeals.** The parties to this contract may appeal, in accordance with the regulations set forth in 25 CFR Part 2, any action or decision taken by the Approving Officer or his superior officers.

**B2.12 Bureau Representative.** Notices, requests or other action where formal written notice or report is required herein, or is appropriate, shall be accepted for the Bureau by the Superintendent.

**B3.0 Timber To Be Reserved.** No timber may be cut except that which is designated by the Officer in Charge. A strip of timber on each side of streams, roads and trails, along lake shores, in the vicinity of camping places and recreational or ceremonial grounds, and timber in immature stands or other areas which should not be disturbed because of silvicultural, watershed protection or other reasons, may be reserved in which little or no cutting shall be allowed.



#### **B4.0 Payments and Deposits.**

**B4.1 Method of Payment.** The Purchaser shall pay for the timber covered by the contract in advance of cutting, as a single payment or installment payments in sales of predetermined volumes or in the form of advance payments or advance deposits in sales of estimated volumes. Payments and deposits shall be by check or postal money order, drawn payable to the Bureau of Indian Affairs, or in cash, and shall be transmitted to the Superintendent.

**B4.2 Advance Payments on Allotment Timber.** Advance payments are partial payments of the estimated value of timber to be cut on each allotment and are required in all sales of allotment timber in which the cutting period exceeds two years. Advance payments may be paid to the allotment owner as soon as received, and are not refundable. Such payments shall be credited against the allotment timber as it is cut and scaled, at the stumpage rates in effect at the time of scaling. The Purchaser shall pay 25 percent, unless otherwise specified in the Contract, of the estimated value of the timber to be cut, computed at the bid rates, within 30 days from the date of approval of each allotment contract and before cutting begins. The Purchaser may be required to make additional advance payments if specified in the contract. If additional advance payments are specified in the contract, advance deposits previously applied against timber cut on the allotment shall be included in computing the payments. The Approving Officer may, in his discretion, reduce the original estimate of the volume of timber to be cut on any allotment because of error of estimate, losses from fire or other causes, or for similar reasons, but not because of depletion from cutting. If the advance payments on any allotment exceed the total value of the timber cut on that allotment by the Purchaser, the amount of the advance payments shall be declared to be the value of the timber so cut. Advance payments on allotment timber shall not operate to reduce the size of the advance deposits that may be required by the Superintendent.

**B4.3 Advance Deposits.** Advance deposits are used in the sale of estimated volumes to maintain an operating balance against which the value of timber to be cut from tribal or allotted lands will be charged. The Purchaser shall make advance deposits at such times as called for by the Superintendent and in such amounts as required by the contract. The Superintendent may reduce the minimum size of the last advance deposit before completion of the sale or before periods of approximately three months or longer during which no timber cutting is anticipated. In no event shall the advance deposit requested result in a balance of less than the amount designated in the contract.

**B4.31 Payment for Timber.** Advance deposits shall be applied first to timber cut from tribal lands and shall be applied to allotment timber only after the advance payments on the allotment have been exhausted. All timber shall be paid for at the stumpage rates in effect at the time of scaling except as otherwise provided in the contract.

**B4.32 Advance Deposit Balance.** To compute the advance deposit balance, the estimated value of timber cut but not yet scaled shall be deducted from the amount of advance deposits currently available.

**B4.33 Suspension of Operations.** If advance deposits are not received within 15 days of written request therefor, or if at any time the balance in advance deposits is reduced below the required minimum advance deposits balance, the Superintendent may suspend all or any part of the operations until the requested advance deposit is received.

**B4.34 Refund of Advance Deposits.** At times when cutting operations may be inactive for approximately three months or longer, and if the balance of advance deposits is in excess of the required minimum advance deposit balance specified

in the contract, such excess may be refunded at the request of the Purchaser, and at the discretion of the Superintendent. However, no refund shall be made if an unexcused deficiency in minimum cutting requirements exists. Final refund of the total unobligated balance of advance deposits may be authorized by the Approving Officer after all of the timber covered by the contract has been paid for.

#### **B5.0 Utilization.**

**B5.1 Sales of Estimated Volumes.** In sales in which the volume of timber is to be determined by measurement of cut products, timber shall be cut to utilize fully the merchantable material and to yield the maximum stumpage value. Timber cut into lengths or products of lesser value shall be scaled as if cut to yield the maximum value of products covered by the contract. Stumps shall be cut as low as practicable to avoid waste. The mean height of any stump shall not exceed one-half of its diameter, except that where this height is considered to be impracticable, higher stumps may be authorized by the Officer in Charge. Stumps which exceed the maximum height shall be paid for by the Purchaser at the rates per stump specified in the contract, which charges, in view of the difficulty of determining the actual damage to the Seller, shall be regarded as fixed, agreed and liquidated damages. In addition, the Officer in Charge may require the Purchaser to recut such stumps to the maximum allowable height.

**B5.2 Sales of Predetermined Volumes.** In sales in which the volume of timber sold was determined prior to the sale, the Officer in Charge may require the Purchaser to recut stumps which exceed the maximum height as defined in Section B5.1. In these sales, the Purchaser is expected to practice full utilization but no charge shall be made for poor utilization of timber represented by the predetermined volumes.

#### **B6.0 Cutting Schedule.**

**B6.1 Minimum Volume.** The Bureau will make a reasonable and conscientious effort to keep scaling current, but the volume presented for scaling by the Purchaser within the contract year will not be counted as part of the minimum volume unless actually scaled. During the last year for cutting and paying under the contract, the actual volume of timber designated for cutting shall be controlling if less than or more than the minimum volume required in the contract.

**B6.11 Relief from Minimum Requirements.** If the Purchaser fails to meet the minimum cutting requirements specified in the contract, the Superintendent at the request of the Purchaser and after consultation with the Seller, may relieve the Purchaser in whole or in part from the minimum annual cutting and paying requirement when, in the opinion of the Superintendent, the Purchaser is prevented by factors beyond his control from meeting the minimum cutting requirements, or when such relief is in the best interest of the Seller.

**B6.12 Payment for Deficiencies.** If the Purchaser fails to meet the minimum cutting requirements and no relief is granted, the Purchaser shall pay, as liquidated damages, an amount for losses to the Seller arising from deterioration of deficient volume, a delay or loss of growth in the residual stand, delay in establishing a new stand, and from delay in receipt of planned income or other causes, if provided for in the contract. The volume of timber scaled during the following contract year shall not be applied to the minimum requirements for that year until the existing deficiency has been made up. All timber scaled to correct a cutting deficiency shall be paid for at the stumpage rates in effect at the end of the contract year in which the deficiency occurred or at the rates in effect at the time of scaling, whichever are higher, plus the liquidated damage amount, if provided for in the contract. Normal stumpage rate procedures shall be applied at the start of the first monthly period subsequent to the monthly reporting period in which the deficiency is satisfied.

**B6.2 Maximum Volume.** The volume of timber cut on the sale area during any contract year, not including the cutting deficiencies from any previous year or years or the volume of timber salvaged pursuant to Section B6.3 herein, shall not exceed the maximum volume specified in the contract without the consent of the Superintendent after consultation with the Seller. Logging performance in any contract year beyond the minimum required therefor shall not be applied against the cutting requirements of subsequent contract years unless authorized by the Superintendent after consultation with the Seller.

**B6.3 Salvage of Damaged Timber.** Any timber within the unit of the species and minimum merchantability specified in the contract which is damaged but not rendered unmerchantable by insects, disease, windthrow, fires or by other forces subsequent to the date the contract is approved, shall be termed merchantable. In contracts for the sale of predetermined volumes in which minimum merchantability standards are not specified, merchantability shall be determined in accordance with customary standards. The Purchaser shall cut and pay for damaged merchantable timber as expeditiously as possible and as the Superintendent may direct. If, in the opinion of the Approving Officer, additional salvage operations are necessary to prevent losses to the Indian owners, he may offer all or part of the damaged timber for sale under one or more separate contracts. When the damage has resulted in an appreciable diminished value of the timber for which the risk of loss remains with the Seller, the Approving Officer shall prescribe the stumpage rates applicable to the damaged timber. In the event any timber covered by the contract is lost, destroyed or damaged by fire, wind, flood, insects, diseases or other causes, to the extent that it is unmerchantable, there shall be no obligation on the part of the Bureau to designate, or on the part of the Purchaser to accept and pay for, other timber in lieu of that destroyed or damaged.

**B7.0 Scaling.** The term "scaling" as used in these Provisions may include various volume determination methods such as log rule, measuring, linear measuring, counting, weighing, sampling, tree measurement before felling or any reasonable method prescribed by the Approving Officer. All scaling shall be conducted by employees of the Bureau unless a written agreement is entered into to accept scaling services of an established scaling organization acceptable to the Approving Officer.

**B7.1 Scaling Specifications.** Unless otherwise provided for in the contract, the following specifications are prescribed for scaling logs: (a) the Scribner Decimal C log rule shall be used, (b) maximum length of a single log shall be 20 feet, (c) all logs exceeding the maximum scaling length shall be scaled as two or more logs, (d) trim allowance shall be made as follows:

Log Length	Trim Allowance (Inches)
8-20 feet .....	6
21-34 feet .....	12
35 feet and longer .....	14

No scaling deduction shall be made if any defect or damage is due to the carelessness of the Purchaser. Products presented for scaling in other than sawlog form shall be scaled as provided in the contract.

**B7.2 Convenience in Scaling.** The Purchaser shall roll out, deck or otherwise present products in a manner suitable for economical scaling as the Officer in Charge may reasonably direct. The points at which products shall be presented for scaling shall be designated by the Officer in Charge. Products shall not be moved from the designated scaling point until they have been scaled and until they have been stamped, numbered or otherwise released by the Officer in Charge. Products that are moved contrary to the

instructions of the Officer in Charge shall be paid for by the Purchaser at double the contract stumpage rates. The Officer in Charge may require that products be decked, stacked or otherwise held for scaling when the average daily volume produced is too small to permit economical scaling.

**B7.3 Scaling Unmerchantable Material.** Material which is more defective than the minimum merchantable percentage and material smaller than the minimum merchantable size, as specified in the contract, shall be culled if left in the woods, but any material more defective than the minimum merchantable percentages as set forth in the contract, which is removed from the unit at the Purchaser's option, with the intent of manufacture or sale, will be paid for on the basis of net merchantable content or shall be paid for as specified in the contract.

**B7.4 Scaling of Waste Material.** Waste in long butts, tops, broken and partially sound logs, in other products, and in all trees designated for cutting which are not cut or which are left felled, lodged or badly damaged by the logging operations shall be paid for by the Purchaser at the contract stumpage rates, except that no additional charge shall be made for such waste material in trees the volume of which was determined prior to the sale.

**B7.5 Damage to Timber.** The Purchaser may be required to pay at double the contract stumpage rates for merchantable timber not designated for cutting which is cut or seriously injured through carelessness or negligence. If timber is injured or damaged to the extent that, in the opinion of the Officer in Charge, it will constitute a hazard to residual trees if not removed, the Purchaser may be required to remove such injured or damaged timber. Any waste material or injured or damaged timber which is paid for shall become the property of the Purchaser and may be removed from the sale area at any time prior to the expiration of the contract.

**B7.6 Marking Products.** When a separate record of the volume of timber cut from allotments or other areas is required by the Bureau, the Purchaser shall mark all unscaled products with distinctive brands, or perform other procedure as directed by the Officer in Charge to permit positive identification of the products with the land from which they were cut.

**B7.7 Reports of Scale.** A copy of each scale report or other authorized document showing the volume and value of all products scaled under the contract during the reporting period shall be furnished to the Purchaser by the Superintendent. A copy of each Report of Timber Cut or other appropriate reports, showing the volume and value of timber scaled and the balances in advance payments and advance deposits, shall be furnished to the Purchaser.

**B7.8 Check Scales.** The Purchaser may arrange with the Bureau, through the Officer in Charge, for a check scaler employed by the Purchaser or representing the Purchaser, to conduct a check scale and compare his scale with that of the Bureau. All data compiled by each party shall be exchanged.

#### **B8.0 Logging Requirements.**

**B8.1 Logging Plans.** The Superintendent may require the Purchaser to present seasonal plans of logging operations for approval before operations begin. When a logging plan has been approved, there shall be no substantial departure from it without the written consent of the officer who approved the plan. The areas to be logged in any season may be designated by the Superintendent when, in his discretion, such action is necessary to prevent deterioration of timber from fire, insects, disease or other cause, or to insure that the sale area is logged in such a manner as to protect fully the interests of the Seller and the Government.

**B8.2 Logging Methods.** The Purchaser's logging methods shall avoid unnecessary damage to reserved trees, young growth, lands, other property and other values of the Indians or



Government, and shall employ practices recommended for the protection of water quality. The operation of all logging equipment shall be subject to such restrictions as the Officer in Charge may prescribe.

**B8.3 Protection of Streams.** Logging practices and road construction shall be conducted in a manner that will minimize damage to the course and sides of all streams whenever encountered in such activities. Streams as here referred to include both flowing and intermittent water courses. Written approval of the Officer in Charge is required for the hauling, skidding or yarding through any stream.

**B8.4 Soil Erosion.** Logging practices and road construction shall be conducted in a manner that will minimize soil erosion and damage. Soil and water conditions in naturally moist meadows shall be protected. Where soil is particularly susceptible to erosion, the Purchaser may be required to take reasonable and practicable measures to retain road surfaces and prevent the gulling of roads and skid trails. Barren areas as created by landings and camp and maintenance sites may be required to receive similar care. The Officer in Charge may suspend operations in whole or in part for such periods as he may deem necessary to avoid excessive damage when ground conditions are unfavorable.

**B8.5 Safety.** The Purchaser shall conduct his operations in compliance with prescribed safety practices and Federal Law. Appropriate warning signs may be required to be posted concerning hazardous conditions arising from his operations.

#### **B9.0 Slash and Cull Trees.**

**B9.1 Treatment of Slash.** Treatment of slash as specified in the contract shall be accomplished by the Purchaser concurrently with other phases of logging operations. Slash shall mean limbs, tops, damaged young growth and other material resulting from logging, road construction or other operations of the Purchaser.

**B9.2 Burning Slash.** The Purchaser shall lop and pile all slash compactly for burning unless otherwise specified in the contract. Slash piles shall be placed a sufficient distance from reserved trees and reproduction to prevent unnecessary damage in burning. The Purchaser shall burn slash in such a manner at such times as the Officer in Charge may direct. Whenever the Purchaser allows fire to run through slash, except in compliance with the instructions of the Officer in Charge, the Purchaser may be required to lop and scatter, or repile and reburn the slash. The Purchaser shall make every reasonable effort to control and suppress all fires which may spread from his slash burning operations. The Purchaser may be relieved in whole or in part of cull tree disposal requirement on specifically designated areas by the Superintendent.

**B9.3 Cull Tree Felling.** The Purchaser shall fell all unmerchantable dead trees and designated live cull trees within the area of cutover which are 14 inches or more in diameter at breast height and 16 feet or more in total height. Cull tree felling shall be completed in each part of the sale area as soon as practicable after yarding or skidding and before the slash is burned, if burning is required. The Purchaser may be relieved of cull tree felling requirement on specifically designated areas by the Superintendent.

#### **B10.0 Transportation Facilities.**

**B10.1 Authorization.** The Purchaser is authorized to construct and maintain on the contracted area and on other unallotted Indian lands such roads, bridges and other transportation facilities as are necessary for logging operations under the contract, subject to applicable regulations and such conditions as the Bureau may impose. Construction of transportation facilities shall not convey the right of exclusive use

to the Purchaser. In these Provisions, "Construction" shall also include reconstruction.

**B10.2 Road Construction.** The location and design of all roads to be constructed by the Purchaser shall minimize damage to land, improvements, and the environment. The Bureau may, before construction begins, require approval of location and design by inspection or through the submission of plans and specifications for the location and design of roads and appurtenant structures.

**B10. Road Maintenance.** All roads and trails which are designated by the Officer in Charge as being necessary for the administration and protection of Indian lands shall at all times be kept free of obstructions resulting from the Purchaser's operations.

**B10.31 Existing Bureau Roads.** Bureau roads are open to public use but may be closed for reasons of public safety, fire prevention or suppression, fish and game protection or to prevent damage to unstable roadbeds. During any period in which the Purchaser uses existing Bureau roads he shall maintain such roads, in proportion to his share of use, as determined by agreement between the Purchaser and the Superintendent. In the event of disagreement, the determination shall be made by the Superintendent.

**B10.32 Roads Constructed by Purchaser.** Main roads which are designated by the Bureau as roads that will be used as principal access for subsequent administration, management or protection of Indian timber shall be maintained by the Purchaser to prevent deterioration in periods of non-use during the life of the contract and maintenance may be required on such designated roads prior to abandonment.

**B10.4 Use by Other Parties.** Roads constructed by the Purchaser under authority of the contract, or on rights-of-way held by the Bureau, may be used by other parties as authorized by the Bureau, provided that, in its opinion, the use by other parties will not cause unreasonable interference with the operations of the Purchaser. Such other parties shall provide improvements and maintenance to the roads as may be reasonable and equitable to prevent appreciable increases in the Purchaser's costs of operation as a result of joint use. The extent of such obligations shall be agreed upon by the parties concerned, subject to final determination by the Superintendent if the parties disagree.

**B10.5 Improvements.** All bridges, drainage structures, cattle guards or other improvements installed on any road by the Purchaser shall be left intact at the completion of logging operations, unless the removal of such improvements is authorized or required by the Superintendent.

#### **B11.0 Fire Prevention and Suppression.**

**B11.1 Fire Plans.** When requested by the Bureau, the Purchaser shall prepare, in cooperation with the Officer in Charge, a plan for the prevention and suppression of fires on the sale area. The plan shall fully reflect the Purchaser's fire protection obligations under the contract. Neither the approval of the plan nor anything contained therein shall relieve the Purchaser from any responsibility under the terms of the contract.

**B11.2 Fire Precautions.** The Purchaser shall furnish and maintain in good and serviceable condition such fire fighting tools and equipment, provide such fire protection personnel and take such fire prevention measures as may be required by the Superintendent to meet the fire protection requirements of the contract and the existing fire danger. The requirements shall not be less than are required under the laws of the State in which the sale area is located.

**B11.3 Fire Suppression.** The Purchaser shall take immediate and independent initial fire suppression action on all

fires on the sale area and shall use all necessary manpower and equipment at his disposal, including the employees and equipment of his subcontractors engaged on or near the sale area in construction or in logging, removing or processing timber. When called upon by the Superintendent, the Purchaser shall make available any or all of his manpower and equipment, including that of his subcontractors, for hire by the Bureau and to work under the direction of any authorized employee of the Bureau in the suppression of any fire on or threatening Indian lands.

#### **B11.4 Fire Suppression Costs.**

**B11.41 Purchaser Fires.** The origin or spread of all fires on the sale area or operating vicinity for which the Purchaser, including his employees, his subcontractors or their employees, are responsible by act or neglect are hereinafter called Purchaser fires.

**B11.411 Purchaser-Neglect Fires.** All suppression costs including those incurred by the Bureau of suppressing any such Purchaser fire negligently caused shall be borne by the Purchaser.

**B11.412 Purchaser-Operations Fires.** The Purchaser shall pay one-half of the total suppression costs for Purchaser fires caused by operations or activities of the Purchaser, but not through neglect, provided that the Purchaser obligation shall be limited in any contract year to a maximum of two percent of the total estimated value of the maximum volume of timber authorized to be cut under the contract during the contract year in which the fire occurred, and provided the Purchaser may be reimbursed for his costs in suppressing Purchaser-operations fires which spread from his slash burning operations. The said total estimated value shall be computed by applying the contract bid rates per unit measure in accordance with the proportionate species composition shown in the contract.

**B11.42 Non-Purchaser Fires.** Fires on or outside the sale area for which the Purchaser or his employees, his subcontractors or their employees, are in no way responsible by act or neglect are hereinafter called non-Purchaser fires. The Purchaser's cost of suppressing such fires shall be reimbursed at rates authorized by the Bureau. The provision of this section shall not be construed as relieving the Purchaser of fire suppression costs for which he is otherwise liable under State law or Federal law.

**B11.5 Fire Damage.** The Purchaser's liability for timber damage sustained from Purchaser-operations and non-Purchaser fires shall follow the risk of loss; otherwise the Purchaser shall pay for all damages caused by a Purchaser fire to timber or any other property of the Indians or the Government in an amount to be determined by the Bureau.

#### **B12.0 Improvements.**

**B12.1 Existing Improvements.** The Purchaser may be given permission to use existing improvements which are already on lands covered by the contract and which are necessary for his logging operations under the contract, subject to applicable regulations and such conditions as the Superintendent may impose. All telephone lines, fences, roads, trails and other improvements shall be protected as far as possible in all phases of the Purchaser's operations and, whenever they are damaged, the Purchaser may be required to repair them promptly to as good a condition as before the damage.

**B12.2 Damage to Land and Other Property.** Damage to land or other property of the Indians or the Government which cannot be repaired shall be paid for by the Purchaser in an amount to be determined by the Bureau. In determining the amount of such damages, the Bureau shall consider the value of any permanent improvements made by the Purchaser. The Purchaser shall protect all survey monuments, witness corners, reference monuments, and bearing trees against destruction, obliteration or

damage during its operation. If any monuments, corners or accessories are destroyed, obliterated or damaged by such operations, the Purchaser shall hire a licensed surveyor to reestablish or restore the same, using survey procedure in accordance with the Manual of Instructions for the survey of the public lands of the United States, and shall record such survey in appropriate county records.

**B12.3 Construction of Improvements.** The Purchaser, with the approval of the Bureau and subject to such conditions as it may impose and to applicable regulations, may construct on lands covered by the contract such improvements as are necessary for the operations under the contract.

**B12.4 Use of Timber.** Fuelwood and improvements shall be made as far as practicable from unmerchantable timber and such material shall not be charged to the Purchaser. The use of any material not covered by the contract from Indian lands may be restricted by the Bureau.

**B12.5 Removal of Property.** The Purchaser shall remove all the improvements he may construct in accordance with Section B12.3 herein and other of his property within six months of the contract expiration date unless he is otherwise authorized by the Bureau. After that time, the title of all improvements and to other property shall attach to the land.

**B12.6 Refuse Control and Sanitation.** Landings and areas where equipment has been operated or repaired shall be cleaned up immediately following use. Improvements constructed or used by the Purchaser on lands belonging to the Indians or the Government and the grounds adjacent thereto shall be maintained in a clean and sanitary condition and thoroughly cleaned upon abandonment or removal of improvements. All equipment, rubbish, garbage, litter, temporary buildings, and other refuse resulting from the Purchaser's operations and occupancy shall be removed and disposed of properly. Purchaser shall not service tractors, trucks or other equipment on Indian lands where pollution to lakes, streams or estuaries is likely to occur.

#### **B13.0 Other Conditions.**

##### **B13.1 Other Sales Within Sale Area.**

**B13.11 Salvage Sales of Minor Volumes.** Separate sales of minor volumes of timber covered by the contract may be made to salvage scattered single trees or small groups of trees that cannot be reasonably removed in the Purchaser's operations, provided there is agreement in writing between the Purchaser and the Approving Officer.

**B13.12 Other Material.** Other sales may be made within the sale area of material not included in the terms of the Purchaser's contract, provided such sales will not, in the judgment of the Superintendent, cause unreasonable interference with operations of the Purchaser. Other Purchasers may be required to provide improvements to Purchaser-constructed roads in accordance with Section B10.4 herein.

**B13.2 Rights-of-Way.** Rights-of-way may be granted to other parties through any portion of this sale area during the life of the contract provided such rights-of-way will not, in the judgment of the Superintendent, cause unreasonable interference with the operations of the Purchaser.

**B13.3 Bureau Services.** The Bureau will furnish scaling, marking and other services within a basic workweek of 8 hours per day for 5 days per week, exclusive of Saturdays, Sundays and Government holidays, unless additional services are requested by the Purchaser and approved by the Superintendent. The Purchaser shall pay for such additional services as required by the Act of July 30, 1956 (25 U.S.C. 407d).

**B13.4 Purchaser and Bureau Representatives on Sale Area.** At all times when construction or logging operations are in progress, the Purchaser shall have a representative readily

available in the area of such operations who shall be authorized to receive in behalf of the Purchaser any notices or instructions from the Bureau in regard to performance under the contract and to take such action thereon as is required by the terms of the contract. Written designation of the representative may be required by the Bureau. At the request of the Purchaser the Bureau shall designate in writing its representative who shall supervise operations under the contract.

**B13.5 New Bond.** Whenever any bond furnished to guarantee obligations under the contract shall be unsatisfactory to the Approving Officer he may require the Purchaser to furnish a new bond.

**B13.6 Indian Labor.** When the Purchaser is operating concurrently with a common crew, under a contract with a federal government agency, the non-discrimination clause of the federal government contract shall prevail, except that preferential treatment to Indians may be granted under a publicly announced employment practice within the provisions of Section 703(i) of Public Law 88-352, the Civil Rights Act of 1964 (78 Stat. 257). Preferential treatment to Indians shall include employment by the Purchaser and his subcontractors under this contract, of Indians at the same wages as other labor, and in preference to other labor not already in his employment, whenever Indian labor seeking employment is qualified. The Purchaser may be required to make available to the Bureau employment and payroll records as is necessary to enable the Bureau to ascertain compliance with this section, such records shall be considered confidential and shall be available only to Bureau employees whose official duties require access to the information therein.

**B13.7 Financial Statements.** The requirements of this section shall apply unless otherwise specified in the contract. At the close of each yearly period used by the Purchaser as a basis for his records, and no later than the date specified by the Bureau, the Purchaser shall submit to the Bureau copies of each of a balance

sheet, profit and loss statement and detailed statement of operating costs and sales. The statements shall be of a form satisfactory to the Bureau and shall be certified by a certified public accountant and the Purchaser. In addition to or in lieu of the statements by the Purchaser, the Bureau in its discretion may require the Purchaser to submit such certified statements for his divisions and subsidiaries (wholly owned or controlled), or his subcontractors which are engaged in operation under the contract or in the manufacture or sale of products produced thereunder. The statements shall be considered as confidential material and shall be available only to Bureau employees whose official duties require access to the information therein.

**B13.8 Purchaser's Records.** Records pertaining to the logging, manufacture and sale of material covered by the contract, by the Purchaser, his divisions and subsidiaries (wholly owned or controlled) and his subcontractors, and such other records as it may be necessary to review to confirm the statements submitted by the Purchaser, shall be open to inspection at any reasonable time by authorized Bureau employees for the purpose of obtaining information of the type used by the Bureau in appraisals and redeterminations of stumpage rates. The information so obtained shall be regarded as confidential and the right of inspection shall extend for a reasonable time beyond the expiration date of the contract to provide the Bureau an opportunity to obtain relevant information for the full contract period.

**B13.9 Maintenance of Law and Order.** The Purchaser shall comply with all laws and regulations relating to the maintenance of Law and Order on Indian reservations.

**B13.10 Officials Not to Benefit.** No Member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit.